

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NUMBER PS0004		3. EFFECTIVE DATE 03/08/2022		4. REQUISITION/PURCHASE REQUISITION NUMBER EQPCBA-20-0102		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY PCBA 1800 F Street, NW Washington, DC 20405 USA		CODE PCBA		7. ADMINISTERED BY (If other than Item 6) PCBA 1800 F Street, NW Washington, DC 20405 USA		CODE PCBA	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)  WEIL CONSTRUCTION, INC. 3344 PRINCETON DR NE ALBUQUERQUE, NM 87107 SAM Unique Entity ID (UEI): HCXGD55NNBA3 Cage Code: 4AXG4				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47PH0120D0005/47PA0321F0017	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13) 1/21/2021	
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) Modification Obligation Amount: (\$98,784.14)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.					
<input type="checkbox"/>							
<input type="checkbox"/>		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 49.603-2 Fixed Price Contracts - Partial Termination					
<input type="checkbox"/>		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  The purpose of this modification is to accomplish the following actions: (1) reduce contract price for portion of the work terminated for the convenience of the government after settlement, and (2) incorporate settlement agreement for portion of the work terminated for the convenience of the Government,  ...							
[See Description of Modification Continuation Page]							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)  (b) (6)  (Signature of person authorized to sign)				DATE SIGNED  8/2		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Heidi Johnson, Contract Specialist	
				16B. UNITED STATES OF AMERICA Digitally signed by Heidi Johnson DN: CN = Heidi Johnson, E = heidi.johnson@gsa.gov Reason: I am approving this document w th my legally binding signature Location: your signing location here Date: 2022.03.08 11:05:22-05'00' Fax: 112.1		16C. DATE SIGNED 03/08/2022	
				Heidi Johnson (Signature of Contracting Officer)			

Previous edition unusable

## INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification \_\_\_\_\_  
Net increase \$ \_\_\_\_\_
  - (2) Accounting classification \_\_\_\_\_  
Net decrease \$ \_\_\_\_\_
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
    - (i) Total contract price increased by \$ \_\_\_\_\_
    - (ii) Total contract price decreased by \$ \_\_\_\_\_
    - (iii) Total contract price unchanged.
  - (3) State reason for modification.
  - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
  - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
    - (i) A reference to the letter determination; and
    - (ii) A statement of the net amount determined to be due in settlement of the contract.
  - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

## Description of Modification Continuation Page

(1) CLIN 0001 White Plains Bollards and Fence (FFP) is reduced by \$98,784.14 from \$1,184,657.18 to \$1,085,873.04.

(2) FAR 49.603-2 Fixed-price contracts-partial termination.

(a) This supplemental agreement settles the settlement proposal resulting from the Notice of Termination dated 9/22/2022.

(b) The parties agree to the following:

(1) The terminated portion of the contract is as follows:

(i) Line item numbers, 0001 White Plains Bollards and Fence (partial)

(ii) Descriptions, Statement of Work dated 7/31/2020 Section 1.3 Scope of Work (Bollards)

(iii) Quantity terminated, 1 LS (partial) for work described in SOW Section 1.3

(iv) Unit price of items, (b) (4)

(v) Total price of terminated items, (b) (4)

(2) The Contractor certifies that all contract termination inventory (including scrap ) has been retained or acquired by the Contractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits have been used in arriving at this agreement.

(3) The Contractor certifies that each immediate subcontractor, whose settlement proposal is included in the proposal settled by this agreement, has furnished the Contractor a certificate stating-

(i) That all subcontract termination inventory (including scrap ) has been retained or acquired by the subcontractor, sold to third parties, returned to suppliers, delivered to or stored for the Government, or otherwise properly accounted for, and that all proceeds and retention credits were used in arriving at the settlement of the subcontract, and

(ii) That the subcontractor has received a similar certificate from each immediate subcontractor whose proposal was included in its proposal.

(4) The Contractor certifies that all items of termination inventory , the costs of which were used in arriving at the amount of this settlement or the settlement of any subcontract settlement proposal included in this settlement, (i) are properly allocable to the terminated portion of the contract , (ii)do not exceed the reasonable quantitative requirements of the terminated portion of the contract , and (iii)do not include any items reasonably usable without loss to the Contractor on its other work . The Contractor further certifies that the Contracting Officer has been informed of any substantial change in the status of the items between the dates of the termination inventory schedules and the date of this agreement.

(5) The Contractor transfers, conveys, and assigns to the Government all the right, title, and interest, if any, that the Contractor has received, or is entitled to receive, in and to subcontract termination inventory not otherwise properly accounted for.

(6) The Contractor shall , within 10 days after receipt of the payment specified in this agreement, pay to each of its immediate subcontractors (or their respective assignees) the amounts to which they are entitled, after deducting any prior payments and, if the Contractor so elects, any amounts due and payable to the Contractor by those subcontractors.

(7)(i) The Government agrees to pay to the Contractor or its assignee, upon presentation of a proper invoice or voucher, the sum of \$ (b) (4) [insert net amount of settlement], arrived at by deducting from \$ (b) (4) [insert gross amount of settlement],

(A) the amount of \$ 0.00 for all unliquidated partial or progress payments previously made to the Contractor or its assignee and all unliquidated advance payments (with any interest) applicable to the terminated portion of the contract and

(B) the amount of \$ 0.00 for all applicable property disposal credits.

(ii) The net settlement of \$ 0.00 in subdivision (b)(7)(i) of this section, together with sums previously paid,



constitutes payment in full and complete settlement of the amount due the Contractor for the terminated portion of the contract , except as provided in paragraph (b)(8) of this section.

(iii) Upon payment of the net settlement of \$ (b) (4) , all obligations of the Contractor to perform further work or services or to make further deliveries under the terminated portion of the contract and all obligations of the Government to take further payments or carry out other undertakings concerning the terminated portion of the contract shall cease; provided, that nothing in this agreement shall impair or affect any covenants, terms, or conditions of the contract relating to the completed or continued portion of this contract .

(8) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:

(i) All rights and liabilities of the parties, arising under the contract or otherwise, and concerning defects, guarantees, or warranties relating to any articles or component parts furnished to the government by the Contractor under the contract or this agreement.

(End of agreement)



## SF30 List of Accounting Strings

Accounting String	Amount Obligated
EN-47PA0321F0017.2020.192X.00.P00Q1200.PG80.PG414.H08..NY0353ZZ..2003115.1.....	(b) (4)
EN-47PA0321F0017.2021.192X.00.P00Q1200.PG80.PG414.H08..NY0353ZZ..2003115.1.....	
EN-47PA0321F0017.2022.192X.00.P00Q1200.PG80.PG414.H08..NY0353ZZ..2003115.1.....	

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>White Plains Bollards and Fence</p> <p>Extend period of performance to October 31, 2021.</p> <p>Deliverable</p> <p>PSC: Y1AZ -- CONSTRUCTION OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS</p> <p>Contract Type: Firm Fixed Price</p> <p>EN-47PA0321F0017.2021.192X.00.P00Q1200.PG80.PG414.H08..</p> <p>NY0353ZZ.2003115.1.....</p> <p>Obligated: \$(b) (4)</p> <p>PoP: 01/18/2021 - 11/30/2021</p> <p>Place of Performance: CHARLES L. BRIEANT, JR. U.S. COURTHOUSE 300 QUARROPAS STREET WHITE PLAINS, NY 10601-4140</p>	1	LS	(b) (4)	

<b>ORDER FOR SUPPLIES AND SERVICES</b>				REQUISITION/REFERENCE NUMBER EQPCBA-20-0102		PAGE OF PAGES 1 2	
1. DATE OF ORDER <b>01/21/2021</b>		2. ORDER NUMBER 47PA0321F0017		3. CONTRACT NUMBER 47PH0120D0005		4. PDN NUMBER EN-47PA0321F0017	
<b>FOR GOVERNMENT USE ONLY</b>	<b>5. ACCOUNTING AND APPROPRIATION DATA</b>						
	FUND	FUNCTION CODE	B/A CODE	CC-A	C/E CODE	FY	REGION
	CC-B	PROJ./PROS NO.	D/C CODE	ORG. CODE	W/ITEM	PRT./CRFT	
6. TO: CONTRACTOR (Name, address and zip code) WEIL CONSTRUCTION, INC. 3344 PRINCETON DR NE ALBUQUERQUE, NM 87107-2014 USA CAGE Code: 4AXG4					7. TYPE OF ORDER		
					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
					C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
					D. MODIFICATION NUMBER      AUTHORITY FOR ISSUING		
8A. Data Universal Numbering System (DUNS) Number 363752135				8B. Taxpayer Identification Number (TIN)			
9A. BUSINESS CLASSIFICATION							
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. SMALL DISADVANTAGED <input type="checkbox"/> d. WOMAN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL <input type="checkbox"/> g. VETERAN <input type="checkbox"/> h. SERVICE DISABLED VETERAN							
10. ISSUING OFFICE (Address, Zip Code, and Telephone Number) PCBA W 6TH & KIPLING ST LAKEWOOD, CO 80225-0546				11. REMITTANCE ADDRESS (MANDATORY) WEIL CONSTRUCTION, INC. 3344 PRINCETON DR NE  ALBUQUERQUE, NM 87107			
13. PLACE OF INSPECTION AND ACCEPTANCE W 6TH & KIPLING ST LAKEWOOD, CO 80225-0546				14. REQUISITION OFFICE (Name, Symbol and Telephone Number) PCBA			
15. F.O.B. POINT		16. GOVERNMENT B/L NUMBER		17. DELIVERY F.O.B. POINT		18. PAYMENT/DISCOUNT TERMS CONSTR15/NONE	
<b>19. SCHEDULE</b>							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)		
	See below for additional information						
20. RECEIVING OFFICE (Name, Symbol and Telephone Number) PCBA W 6TH & KIPLING ST LAKEWOOD, CO 80225-0546				TOTAL FROM 300-A(s)		\$1,184,657.18	
21. MAIL INVOICE TO: (Electronic Invoice Preferred) GENERAL SERVICES ADMINISTRATION BCFA PBS Payments Branch P.O. Box 17181 Ft. Worth, TX 76102-0181				22. GROSS SHIP WEIGHT		GRAND TOTAL	
						\$1,184,657.18	
23. SHIPPING POINT							
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: janis.gaulden@gsa.gov				24B. TELEPHONE NUMBER 682-760-5672			
26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) Heidi Schneider							
<b>(b) (6)</b>		25C. DATE SIGNED		25B. SIGNATURE		26C. DATE SIGNED	
		1/6/21		HEIDI SCHNEIDER		01/21/2021	
GENERAL SERVICES ADMINISTRATION				GSA 300 (REV. 5/2010)			



**ORDER FOR SUPPLIES AND  
SERVICES (Continuation)****THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS  
RELATING TO THIS ORDER****PAGE 2  
OF  
PAGES 2**PDN NUMBER  
EN-47PA0321F0017

DATE

ORDER NUMBER  
47PA0321F0017

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	White Plains Bollards and Fence Add protective bollards along the West side of the site and install 8' Impasse fence. RWA# 2003115 Deliverable PSC: Y1AZ – CONSTRUCTION OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Contract Type: Firm Fixed Price PoP: 01/18/2021 - 07/17/2021 Place of Performance: CHARLES L. BRIEANT, JR. U.S. COURTHOUSE 300 QUARROPAS STREET WHITE PLAINS, NY 10601-4140	1	LS	\$1,184,657.18	\$1,184,657.18



U.S. General Services Administration

9/22/2021

Weil Construction, Inc.

RE: Contract Number 47PH0120D0005 / Task Order Number 47PA0321F0017

PROJECT: USMS – Bollards, Fencing, and Gates

FAR Part 49 – Termination of Contracts

T4C Clauses: FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)

Mr. Chris Weil:

You are hereby notified that a portion of the remaining services under Contract No. 47PH0120D0005 / Task Order No. 47PA0321F0017 are terminated for the Government's convenience under the clause entitled FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price) (ARP 2012). The termination is effective immediately upon receipt of this Notice.

*Cessation of work and notification to immediate subcontractors:* You shall take the following steps:

- (1) Stop all work, make no further shipments, and place no further orders relating to the contract, except for—
  - (i) The continued portion of the contract, specifically all work associated with Statement of Work Section 1.4 Scope of Work (Fence and Gates at the Parking Lot);
  - (ii) Delivery and secure storage of the precast covers to the work site; and
  - (iii) Work-in-process or other materials that you may want to retain for your own account; or
  - (iv) Work-in-process that the Contracting Officer authorizes you to continue (A) for safety precautions, (B) to clear or void damage to equipment, (C) to avoid immediate complete spoilage of work-in-process having a definite commercial value, or (D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.)
- (2) Keep adequate records of your compliance with subparagraph (1) above showing the
  - (i) Date you received the Notice of Termination;
  - (ii) Effective date of the termination; and
  - (iii) Extent of completion of performance on the effective date.
- (3) Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice –
  - (i) Specify your Government purchase order number;

Denver Federal Center  
GSA Mail Room, Rocky Mtn Region  
1 DFC Bldg. 41, P.O. Box 25546

- (ii) State whether the purchase order has been terminated completely or partially;
- (iii) Provide instruction to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the purchase order, subject to the exception in subparagraph (1) above;
- (iv) Provide instructions to submit any settlement proposal promptly; and
- (v) Request that similar notices and instructions be given to its immediate subcontractors.

(4) Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the purchase order, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.

(5) Take any other action required by the Contracting Officer or under the Termination clause of the contract.

*Termination inventory:* (1) As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory of the following types or classes including subcontractor termination inventory that you have the right to take: **precast covers**.

(2) To settle your proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for.

*Settlements with subcontractors:* You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to settle these settlement proposals as promptly as possible. For the purpose of reimbursement by the Government, settlements will be governed by the provisions of Part 49 of the FAR.

*Completed end items:* (1) Notify the Contracting Officer of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal.

(2) Invoice acceptable completed end items under the contract in the usual way and do not include them in the settlement proposal.

*Patents:* If required by the contract, promptly forward the following to the Contracting Officer:

(1) Disclosure of all inventions, discoveries, and patent applications made in the performance of this contract.

(2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.

*Employees affected:* (1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to-

- (i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action



- in assisting displaced workers;
- (ii) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;
- (iii) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary;
- (iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and
- (v) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers of the impending reduction-in-force.

(2) If practicable, urge subcontractors to take similar actions to those described in subparagraph (1) above.

*Administrative:* the undersigned will retain responsibility of the settlement of this termination and will, upon request, provide the necessary settlement forms. Matters not covered by this notice should be brought to the attention of the undersigned.

Please acknowledge receipt of this notice as provided below.

Sincerely,

Heidi  
Johnson

Digitally signed by Heidi Johnson  
DN: cn=Heidi Johnson,  
email=heidi.johnson@usa.gov  
Reason: I am approving this document with my  
legally binding signature  
Location: your signing location here  
Date: 2021.09.22 10:07:41-0500  
Foxit PDF Editor Version: 11.0.1

HEIDI JOHNSON  
Contracting Officer  
General Services Administration, Public Buildings Service  
Acquisition Management Division

*Acknowledgement of Notice*

The undersigned acknowledges receipt of a signed copy of this notice on  
9/22/21. Two signed copies of this notice are returned.

Weil Construction Inc.  
(N) **(b) (6)**  
By President.  
(N)  
(Title)





9/22/2021

Weil Construction, Inc.

RE: Contract Number 47PH0120D0005 / Task Order Number 47PA0321F0017

PROJECT: USMS – Bollards, Fencing, and Gates

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  - (i) The continued portion of the contract, specifically all work associated with Statement of Work Section 1.4 Scope of Work (Fence and Gates at the Parking Lot);
  - (ii) Delivery and secure storage of the precast covers to the work site; and
  - (iii) Work-in-process or other materials that you may want to retain for your own account; or
  - (iv) Work-in-process that the Contracting Officer authorizes you to continue (A) for safety precautions, (B) to clear or void damage to equipment, (C) to avoid immediate complete spoilage of work-in-process having a definite commercial value, or (D) to prevent any other undue loss to the Government. (If you believe this authorization is necessary or advisable, immediately notify the Contracting Officer by telephone or personal conference and obtain instructions.)
- (2) Keep adequate records of your compliance with subparagraph (1) above showing the
  - (i) Date you received the Notice of Termination;
  - (ii) Effective date of the termination; and
  - (iii) Extent of completion of performance on the effective date.
- (3) Furnish notice of termination to each immediate subcontractor and supplier that will be affected by this termination. In the notice –
  - (i) Specify your Government purchase order number;



- (ii) State whether the purchase order has been terminated completely or partially;
- (iii) Provide instruction to stop all work, make no further shipments, place no further orders, and terminate all subcontracts under the purchase order, subject to the exception in subparagraph (1) above;
- (iv) Provide instructions to submit any settlement proposal promptly; and
- (v) Request that similar notices and instructions be given to its immediate subcontractors.

(4) Notify the Contracting Officer of all pending legal proceedings that are based on subcontracts or purchase orders under the purchase order, or in which a lien has been or may be placed against termination inventory to be reported to the Government. Also, promptly notify the Contracting Officer of any such proceedings that are filed after receipt of this Notice.

(5) Take any other action required by the Contracting Officer or under the Termination clause of the contract.

*Termination inventory:* (1) As instructed by the Contracting Officer, transfer title and deliver to the Government all termination inventory of the following types or classes including subcontractor termination inventory that you have the right to take: **precast covers.**

(2) To settle your proposal, it will be necessary to establish that all prime and subcontractor termination inventory has been properly accounted for.

*Settlements with subcontractors:* You remain liable to your subcontractors and suppliers for proposals arising because of the termination of their subcontracts or orders. You are requested to settle these settlement proposals as promptly as possible. For the purpose of reimbursement by the Government, settlements will be governed by the provisions of Part 49 of the FAR.

*Completed end items:* (1) Notify the Contracting Officer of the number of items completed under the contract and still on hand and arrange for their delivery or other disposal.

(2) Invoice acceptable completed end items under the contract in the usual way and do not include them in the settlement proposal.

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(1) Disclosure of all inventions, discoveries, and patent applications made in the performance of this contract.

(2) Instruments of license or assignment on all inventions, discoveries, and patent applications made in the performance of the contract.

*Employees affected:* (1) If this termination, together with other outstanding terminations, will necessitate a significant reduction in your work force, you are urged to-

- (i) Promptly inform the local State Employment Service of your reduction-in-force schedule in numbers and occupations, so that the Service can take timely action

- in assisting displaced workers;
- (ii) Give affected employees maximum practical advance notice of the employment reduction and inform them of the facilities and services available to them through the local State Employment Service offices;
- (iii) Advise affected employees to file applications with the State Employment Service to qualify for unemployment insurance, if necessary;
- (iv) Inform officials of local unions having agreements with you of the impending reduction-in-force; and
- (v) Inform the local Chamber of Commerce and other appropriate organizations which are prepared to offer practical assistance in finding employment for displaced workers of the impending reduction-in-force.

(2) If practicable, urge subcontractors to take similar actions to those described in subparagraph (1) above.

*Administrative:* the undersigned will retain responsibility of the settlement of this termination and will, upon request, provide the necessary settlement forms. Matters not covered by this notice should be brought to the attention of the undersigned.

Please acknowledge receipt of this notice as provided below.

Sincerely,

**Heidi  
Johnson**

Digitally signed by Heidi Johnson  
DN: cn=Heidi Johnson,  
E=heidi.johnson@gsa.gov  
Reason: I am approving this document with my  
legally binding signature  
Location: your signing location here  
Date: 2021.09.22 10:07:41-05'00'  
Foxit PDF Editor Version: 11.0.1

HEIDI JOHNSON  
Contracting Officer  
General Services Administration, Public Buildings Service  
Acquisition Management Division

*Acknowledgement of Notice*

The undersigned acknowledges receipt of a signed copy of this notice on \_\_\_\_\_ . Two signed copies of this notice are returned.

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Item	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPL.	CURRENT PERIOD	MAT. STORED	TOTAL COMPLETE	%	BALANCE TO FINISH
1	Bonds / Insurance	(b) (4)						
2	Mobilization							
3	General Requirements							
4	Submittals and As-Builts							
5	Bollards and Posts							
6	Loading Dock Gates and Operators							
7	8' Impasse Fence							
8	8' Impasse Gate							
9	Power and Controls							
10	Core Drilling and Setting Bollards							
11	Core Drilling for Fence Posts							
	Subtotal	\$0.00						
JOB TOTALS		1,184,657.18	(b) (4)					



APPLICATION AND CERTIFICATE FOR PAYMENT AIA G702

To: General Services Administration

PBS Payments Branch

PO Box 17181

Ft. Worth TX 76102-0181

From: Weil Construction, Inc.

Albuquerque, NM 87193

Ph: (505) 899-3535

Fax: (505) 899-3033

Project: GSA US Marshalls Bollard and Fence

Replacement White Plain NY

Architect: GSA

Inspector:

APPLICATION NO: 1

APPLICATION DATE: 22-Apr-21

PERIOD TO: 30-Apr-21

CONTRACT NO: 47PH0120D0005

CONTRACT DATE: 21-Jan-21

Change Order/Modification Summary

#	Description	Add/ Deduct
Net Change to Contract:		\$0.00

- 1 Original Contract Sum .....
- 2 Net Change by Change Orders.....
- 3 Contract Sum to date .....
- 4 Total completed and stored .....
- 5 Retainage
  - a. \_\_\_\_ % of Completed Work
  - b. \_\_\_\_ % of Stored Materials
- 6 Total Retainage
- 7 Total earned less retainage.....
- 8 NMGR
- 9 Less previous cert. for payment .....
- 10 **Current Payment due**.....
- 11 Balance to Finish

\$1,184,657.18

(b) (4)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, Balance to finish including retainage..... has been completed in accordance with the Contract Docs, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

(b) (6)

Chris Weil, President

Date: 4/22/2021

ARCHITECT/COR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Architect/COR certifies that to the best of the Architect/COR's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the Payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if Amt Certified differs from Request)

ARCHITECT/COR: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

(b) (4)

GC: Wei General Contractor  
3344 Princeton Dr NE  
Albuquerque, NM 87107-2014

PROJECT:  
US Marshal's Service - Bollards, Fence & Gate Replacement  
White Plains, NY

APPLICATION NO: 1

Distribution to:  
☐ OWNER  
☒ GC

PERIOD TO: 30-Apr-21

ARCHITECT: GSA

CONTRACTOR:  
Giacorp Contracting Inc.  
11 Bradhurst Avenue  
Hawthorne, NY 10532

CONTRACT NO: 2103-328300

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)
5. RETAINAGE:
  - a. 0 % of Completed Work (Column D + E on G703)
  - b. % of Stored Material (Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

(b) (4)

(b) (6)

Date: 4/16/21

Subscribed and sworn to before me this 16th day of April 2021

Notary Public:

My Commission expires:

(b) (6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved		(b) (4)
Total Changes Approved This Month		
TOTALS		
NET CHANGES by Change Order		

# Application For Payment

PAGE 2 OF 2 PAGES

Contract No. 2103-328300

US Marshal's Service - Bollards, Fence & Gate Replacement

Application No.:

1

Date:

16-Apr-21

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)						
1	Submittals, Closeout & As-builts								
2	Supervision								
3	Bollards & Posts - Material								
	Bollards & Posts - Installation								
4	Loading Dock Gates & Operators - Material								
	Loading Dock Gates & Operators - Installation								
5	8' Impasse Fence - Material								
	8' Impasse Fence - Installation								
6	8' Impasse Gates - Material								
	8' Impasse Gates - Installation								
7	Power & Controls								
9	Core Drilling- Fence Posts								
10	G&A Overhead								
11	Profit								
12	Change Order #1								
GRAND TOTALS									

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**From:** Ericka (b) (6) [mailto:system@sent-via.netsuite.com]  
**Sent:** Wednesday, April 14, 2021 12:57 PM  
**To:** (b) (6)  
**Cc:** (b) (6)  
**Subject:** Giacorp - credit application approved

Hi Lisa,

We are pleased to advise that your application for credit has been approved. However, due the order amount, we would like to request 30% deposit for Sales Order #24914 and remaining balance is due 30 days from date of invoice.

Once a credit history has been established, we will review the credit account and consider waiving the deposit requirement on the next order.

Thank you for choosing Reliance Foundry; we appreciate your business.

If you have any questions or comments, please do not hesitate to contact us.

Kind regards,

**Ericka Tran**

604-592-4335

1-877-789-3245



Item	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPL.	CURRENT PERIOD	MAT. STORED	TOTAL COMPLETE	%	BALANCE TO FINISH
1	Bonds / Insurance	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
2	Mobilization							
3	General Requirements							
4	Submittals and As-Builts							
5	Bollards and Posts							
6	Loading Dock Gates and Operators							
7	8' Impasse Fence							
8	8' Impasse Gate							
9	Power and Controls							
10	Core Drilling and Setting Bollards							
11	Core Drilling for Fence Posts							
	Subtotal							
JOB TOTALS		1,184,657.18	(b) (4)					



GSA - US MARSHALLS BOLLARD AND FENCE REPLACEMENT WHITE PLAINS NY

AIA Document G702, APPLICATION AND CERTIFICATE for payment, containing Contractor's signed Certificate is attached. In tabulation below, amounts are stated to nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3R1  
APPLICATION DATE: 31-Oct-21  
  
PERIOD TO: 2-Nov-21  
  
CONTRACT NO: 47PA0321F0017

Item	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPL.	CURRENT PERIOD	MAT. STORED	TOTAL COMPLETE	%	BALANCE TO FINISH
1	Bonds / Insurance	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)	(b) (4)
2	Mobilization							
3	General Requirements							
4	Submittals and As-Builts							
5	Bollards and Posts							
6	Loading Dock Gates and Operators							
7	8' Impasse Fence							
8	8' Impasse Gate							
9	Power and Controls							
10	Core Drilling and Setting Bollards							
11	Core Drilling for Fence Posts							
	Subtotal							
	JOB TOTALS	1,184,657.18						



Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

---

## Re: FW: GSA Punch List Items

1 message

Frank Letizia - 2PSML <frank.letizia@gsa.gov>

Tue, Feb 8, 2022 at 7:30 AM

To: Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

Cc: Jerry Burton - PCBAB C jerry.burton@gsa.gov, Ron Snow - PCBAB ron.snow@gsa.gov

Yes, it's done.

On Mon, Feb 7, 2022 at 7:05 PM Heidi Johnson - PCBAA <heidi.johnson@gsa.gov> wrote:

Hello Everyone,

Please confirm all outstanding punch list items were completed by Weil Construction as stated below. The final inspection report (GSA form 220) is attached for your reference.



---

### Heidi Johnson (Schneider)

CONTRACTING OFFICER  
ACQUISITION BRANCH  
SPECIAL PROGRAMS DIVISION  
U. S. GENERAL SERVICES ADMINISTRATION  
(b) (6) heidi.johnson@gsa.gov

----- Forwarded message -----

From: Erika Flores <(b) (6)>

Date: Mon, Feb 7, 2022 at 4:43 PM

Subject: FW: GSA Punch List Items

To: Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

Cc: Frank Letizia - 2PSML <frank.letizia@gsa.gov>, Chris Weil <(b) (6)>

Heidi,

Can you make sure with Frank that all is satisfactory? The gate rod was complete and the tree grate was delivered.

Thank you,

**Erika Flores**

*Project Manager*

Cell: (b) (6)

(b) (6)

---

From: (b) (6)

Sent: Monday, February 7, 2022 1:26 PM

To: 'Lisa Walter' <(b) (6)>; Erika Flores <(b) (6)>

Cc: 'Chevon Deierlein' <(b) (6)>; Chris Weil <(b) (6)>; 'Frank Letizia - 2PSML'

<[frank.letizia@gsa.gov](mailto:frank.letizia@gsa.gov)>

**Subject:** RE: GSA Punch List Items

The punch list work was completed today. I have attached pictures of the new drop rod sleeve, a video of the gate closing, and the tree grate & ramp left in the garage. The crew left the gate closed and the control panel locked.

Joe

Giacorp

--

Frank J. Letizia Jr

Building Manager

U.S. General Services Administration, Public Buildings Service

Lower Manhattan Field Office, Charles Brieant USCH

[300 Quarropa Street, White Plain , New York 10601](#)

(b) (6) 0: (914) 390-4058

[frank.letizia@gsa.gov](mailto:frank.letizia@gsa.gov)



Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

---

## Re: FW: GSA Punch List Items

1 me age

Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

Tue, Feb 8, 2022 at 7:50 AM

To: Erika Flores <(b) (6)>

Cc: Frank Letizia - 2PSML frank.letizia@g a gov , Chri Weil (b) (6)

Erika,

This email serves as confirmation all punch list items are complete and accepted by GSA. Confirmation includes gate rod and receipt of tree grate

Thank you,



**Heidi Johnson (Schneider)**

CONTRACTING OFFICER  
ACQUISITION BRANCH  
SPECIAL PROGRAMS DIVISION  
U. S. GENERAL SERVICES ADMINISTRATION  
(b) (6) heidi.johnson@gsa.gov

On Mon, Feb 7, 2022 at 4:43 PM Erika Flores <e.flores@weilconstruction.com> wrote:

Heidi,

Can you make sure with Frank that all is satisfactory? The gate rod was complete and the tree grate was delivered.

*Thank you,*

**Erika Flores**

*Project Manager*

Cell: (b) (6)

(b) (6)

---

From (b) (6)

Sent: Monday, February 7, 2022 1:26 PM

To: 'Lisa Walter' (b) (6); Erika Flores <(b) (6)>

Cc: 'Chevon Deierlein' (b) (6); Chris Weil (b) (6); 'Frank Letizia - 2PSML' frank.letizia@g a gov

Subject: RE: GSA Punch List Items

The punch list work was completed today. I have attached pictures of the new drop rod sleeve, a video of the gate closing, and the tree grate & samples left in the garage. The crew left the gate closed and the control panel locked.

Joe

Giacorp





Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

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## White Plains Bollards and Fence Improvements (47PA0321F0017)

1 message

---

Chris Weil <(b) (6)>

Wed, Feb 16, 2022 at 9:50 AM

To: Heidi Johnson - PCBAA <heidi.johnson@gsa.gov>

Heidi: I have reviewed the FAR requirements with our attorney they are in agreement that the FAR requires us to submit the final pay application for the work done under the contract and the settlement agreement for the work associated with the termination letter. Therefore attached is a letter from our attorney, the final pay application and the settlement forms.

Chris Weil

---

### 4 attachments



**L Johnson re USMS2-8-22.pdf**  
2135K



**Pay App 4.pdf**  
123K



**GSA184-16\_02\_15\_2022.pdf**  
2384K



**2419 Cert of Progress Payments Invoice 04 2022 15 02.pdf**  
1884K

**INSPECTION REPORT ON WORK UNDER CONTRACT**

1. CONTRACT/TASK ORDER NUMBER

47PH0120D0005 / 47PA0321F0017

2. LOCATION (Street, City, and State)

300 Quarropas Street, White Plains NY 10601-4140

3. BUILDING

Charles L. Brieant, jr U.S. Courthouse - NY0353ZZ

4. CONTRACTOR'S NAME AND ADDRESS

Weil Construction, Inc.  
3344 Princeton Drive, NE  
Albuquerque, NM 87107-2014

5. TYPE OF WORK

Fence and Gate Installation

6. CONTRACT FOR

☐ REPAIR AND ALTERATIONS  
☒ NEW CONSTRUCTION

7. PROJECT NUMBER

8. DATE OF NOTICE TO  
PROCEED

3/1/2021

9. ORIGINAL CONTRACT  
PRICE

\$ 1,184,657.18

10. CUMULATIVE CHANGE  
ORDERS/MODIFICATIONS

\$

11. CONTRACT PRICE TO DATE

\$ 1,184,657.18

12. LIQUIDATED  
DAMAGES PER DAY  
\$

13. COMPLETION DATE

a. CONTRACT

8/28/2021

b. REVISED

11/30/2021

c. ESTIMATED

11/30/2021

d. ACTUAL

14. PERCENTAGE OF COMPLETION

a. ACTUAL

45

b. NORMAL

45

15. ARCHITECT-ENGINEER (A-E) FIRM  
N/A16. CONSTRUCTION MANAGER (CM) FIRM  
N/A17. CONSTRUCTION MANAGER as agent (CMA) ENGINEER  
N/A18. GSA INSPECTOR  
Jerry Burton - Contractor

19. TYPE OF INSPECTION

☒ PROGRESS ☐ SUBSTANTIAL  
COMPLETION  
☐ FINAL ☐ POST FINAL20. DATE OF LAST  
INSPECTION21. DATE OF THIS  
INSPECTION

10/20/2021

22. ADDITIONAL INSPECTIONS  
RECOMMENDED☒ YES ☐ NO23. PAYMENT RECOMMENDED  
☒ YES ☐ NO24. RETAINAGE RECOMMENDED  
☐ YES ☒ NO

25. STATE BELOW THE GENERAL CONDITION OF THE WORK, SUFFICIENCY OF LABOR FORCE, DELAYS OR CORRECTIVE ACTIONS TAKEN AND RECOMMENDATIONS. NOTATE ANY SIGNIFICANT CHANGE ORDERS OR MODIFICATIONS ISSUED SINCE THE LAST INSPECTION AND THE PERCENTAGE OF COMPLETION TO DATE.

A site inspection was performed on October 20, 2021 with the following item noted:

1. Adjust the fence corner panel at the small parking lot North end to align the top of the panel with the top of the gate leaf. (See Photo).
2. The hinge mounting bolt for the South leaf of the double gate hits and does not allow the gate to open fully. The mounting bolt should be cut back to allow the gate to open fully.
3. Fence panel mounting bolts at two locations were sticking out away from the line post. Adjust panels and tighten bolts to be flush.
4. The new concrete at the 10' gate in the small parking lot has cracked and a footprint is in the concrete. This concrete should be removed, soil below should be compacted and concrete repoured. Areas of large chips and voids should be filled and sealed to prevent snow and water from penetrating below the surface. This will prevent freeze thaw from cracking and chipping the concrete. (See Photo).
5. White paint over-spray was noticed along the bottom of the fence pickets in the fence section between the Sally Port and Loading Dock.
6. The tree well cover at the stored bollard location is broken and needs to be replaced. (See Photos).

26. CONTRACTING OFFICER'S  
REPRESENTATIVE (COR) APPROVAL

NAME OF COR Ron Snow

SIGNATURE

Ron Snow

DATE

10/29/2021

## INSTRUCTIONS

### GENERAL

GSA 220 shall be used for documenting contract compliance by the Contracting Officer's Representative (COR). This form shall be used on all construction contracts awarded under new construction and repair and alteration programs. The GSA 220 provides documentation of the required separation of duties between the ordering and inspecting functions. The COR is responsible making sure that required inspections of contract work are performed and that the work meets contract requirements. The COR may inspect the work or may oversee the inspection by an independent 3rd party construction manager advisor contract employee. The COR is the GSA responsible party for accepting the work for payment purposes.

### FINAL INSPECTION

If this report covers "final" inspection, the procedure outlined below shall be followed in connection with defects and omissions found:

1. As soon as possible after inspection give the contractor a list of all items necessary to properly complete the contract with a demand that each item be corrected or supplied WITHOUT DELAY. Furnish the Building Manager a copy of letter to contractor with list of items of defects and defects were entirely corrected.

There may be items on the list which, in the opinion of the Inspector and the COR, should remain as installed rather than be corrected. In such cases the COR shall furnish the Contracting Officer full information and recommendation and advise the contractor that the Contracting Officer will render the decision thereon.

2. Forward to the Regional Office the final report, three copies of the list of items of defects and omissions given to the contractor, and a SEPARATE supplementary statement in duplicate giving an estimated cost of completing in accordance with contract requirements each and every item should it become necessary for the Government to complete the work.

Items for which, in the opinion of the Inspector, completion is not practicable should be indicated in the supplementary statement. A recommendation should be given for each of such items as to the amount, if any, to be deducted from the contract price because of noncompliance with contract requirements.

Copy of the supplementary statement should NOT be given to either the contractor or to the Building Manager.

3. The Inspector should indicate the date on which work was substantially completed.

Attention is called to provisions of General Conditions requiring contractors to submit written notices of readiness for final inspection and the liability of contractors for reinspection costs. If the Inspector considers an extra final inspection necessary, it should be stated on the report.

### REINSPECTION COSTS

Costs incurred in making extra final inspections shall be forwarded in separate statement form. These costs shall include salary, subsistence, transportation and miscellaneous expenses. Costs shall be based upon the time involved in making inspection as well as time and travel involved in reaching place of inspection, including time and travel in reaching next point visited.

### SUBSTANTIAL COMPLETION

Substantial Completion is the date the facility (asset), project, or service, or a part of it, can be operated or occupied for its intended use, even if minor repairs or punch list items are still needed. It is the date when PBS employees inspect, approve, and determine that the scope of work of the entire Reimbursable Work Authorization (RWA) has been completed and delivered. Please see: [Substantial Completion Guidance in the Project Management \(PM\) Guide](#). Entry of the substantial completion date in the RWA Entry and Tracking Application (RETA) does not mean financial closeout has occurred. The liquidation of obligations can still take place after the substantial completion date has been entered.



Fence Panel



Concrete





## Tree Well Grate



Photo Taken 7/20/2021 – Bollards were delivered 8/3/2021





Photo Taken 7/20/2021 – Bollards were delivered 8/3/2021





**CALVERT** ❖ **MENICUCCI**  
A Professional Corporation



8804 Washington St., N.E., Suite E  
Albuquerque, N.M. 87113

Phone 505-247-9100

scalvert@hardhatlaw.net

Fax 505-247-9761

February 8, 2022

Ms. Heidi Johnson (Scheider)  
Contracting Officer  
U.S. General Services Administration  
W 6<sup>th</sup> & Kipling St.  
Lakewood, CO 80225

Re: Contract No. 47PH0120D0005 / Task Order 47PA0321F0017  
Project: USMS – Bollards, Fencing and Gates

Dear Ms. Johnson:

This firm represents Weil Construction, Inc. ("Weil") with regard to its work under the above contract. In response to your September 22, 2021 notice of partial termination of contract for convenience Weil submits herewith its final settlement proposal.

On September 22, 2021 you issued a partial termination for the Government's convenience pursuant to FAR 52.249-2. That termination was for only a portion of the work under the contract, bollards and posts and related scope of work line items 1 and 8 pursuant to bid schedule. The remaining portion of the contract was to be, and has been, completed by Weil. FAR 52.249-2(b)(7).

Weil submits herewith its payment application number 4 for work completed on the unterminated scope of work through the completion of the contract in accordance with FAR 49.206-2(b)(3). Payment Application Number 4 invoices for the balance of the contract on all un-terminated and completed work. Payment Application Number 4 also includes amounts incurred prior to issuance of the partial termination on terminated scope of work as reflected in Section I – "Payment to be Received Through Invoicing" of SF-1436.

Weil further submits herewith its termination settlement proposal in the amount of (b) (4). The attached SF1436 includes settlement with Giacorp Contracting, Inc. and pursuant to FAR 49.108-3(b) Weil submits the Giacorp Contracting, Inc. termination settlement proposal in the amount of \$15,984.66 for approval or ratification.

In accordance with FAR 49.105(c) Weil requests that a conference be arranged to develop a program for effecting the settlement and that Giacorp Contracting, Inc. as the principal, and sole, subcontractor involved be included in this conference.

If, following the termination settlement conference, agreement cannot be reached on the termination settlement proposals Weil requests that you issue your final determination as to the termination proposals in accordance with FAR 49.109-7. Weil further requests that payment be issued, regardless of the determination on the termination proposals, for the balance of the contract for the completed and un-terminated work in accordance with 49.112-1.

Very truly yours,  
Calvert Menicucci, P.C.

(b) (6)

Sean R. Calvert

SRC.jnl  
Enclosures as stated  
cc: Weil Construction  
2215-05

# SETTLEMENT PROPOSAL (TOTAL COST BASIS)

OMB Control Number: 9000-0012  
Expiration Date: 4/30/2023

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0012. We estimate that it will take 2.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR

THIS PROPOSAL APPLIES TO (Check one) <input type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input checked="" type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER		COMPANY Giacorp Contracting Inc	
SUBCONTRACT OR PURCHASE ORDER NUMBER(S). 2103-328300		STREET ADDRESS 11 Bradhurst Avenue	
CONTRACTOR WHO SENT NOTICE OF TERMINATION		CITY AND STATE (Include ZIP Code) Hawthorne NY 10532	
NAME Weil Construction, Inc.		NAME OF GOVERNMENT AGENCY GSA	
ADDRESS (Include ZIP Code) 3344 Princeton Dr NE, Albuquerque, NM 87107		GOVERNMENT PRIME CONTRACT NUMBER 47PH0120D0005	CONTRACTOR'S REFERENCE NUMBER 2103
If moneys payable under the contract have been assigned, give the following:		EFFECTIVE DATE OF TERMINATION 9/22/2021	
NAME OF ASSIGNEE Heidi Johnson (Schneider)		PROPOSAL NUMBER	
ADDRESS (Include ZIP Code) W 6th & Kipling St., Lakewood, CO 80225		CHECK ONE <input type="checkbox"/> INTERIM <input checked="" type="checkbox"/> FINAL	
SF 1439, SCHEDULE OF ACCOUNTING INFORMATION <input type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED (If not, explain below)			

## SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION

PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER		FINISHED			UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
		PREVIOUSLY SHIPPED AND INVOICED	ON HAND		SUBSEQUENTLY COMPLETED AND INVOICED*	NOT TO BE COMPLETED	
			PAYMENT TO BE RECEIVED THROUGH INVOICING	PAYMENT NOT TO BE RECEIVED THROUGH INVOICING			
(a)		(b)				(f)	
Supervision	QUANTITY	1	1			1	3
	\$	27,693.19	105,847.12			14,837.82	148,378.13
Bollards & Posts	QUANTITY	1	1			1	3
	\$	268,327.53	0.00			26,797.34	295,124.87
Core Drilling for fence posts	QUANTITY	1	1			1	3
	\$	0.00	0.00			41,000.00	41,000.00

## SECTION II - PROPOSED SETTLEMENT

NUMBER	ITEM (a)	(Use Columns (b) and (c) only where previous proposal has been filed)		TOTAL PROPOSED TO DATE	FOR USE OF CONTRACTING AGENCY ONLY
		TOTAL PREVIOUSLY PROPOSED	INCREASE OR DECREASE BY THIS PROPOSAL		
1	DIRECT MATERIAL				
2	DIRECT LABOR				
3	INDIRECT FACTORY EXPENSE (from Schedule A)				
4	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (SF 1428)				
5	OTHER COSTS (from Schedule B)				
6	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
7	TOTAL COSTS (Items 1 thru 6)				
8	PROFIT (Explain in Schedule D)				
9	TOTAL COSTS (Items 7 and 8)				
10	DEDUCT FINISHED PRODUCT INVOICED OR TO BE INVOICED*				
11	TOTAL (Item 9 less Item 10)				
12	SETTLEMENT EXPENSES (from Schedule E)		15,984.66	15,984.66	
13	TOTAL (Items 11 and 12)		15,984.66	15,984.66	
14	SETTLEMENT WITH SUBCONTRACTORS (from Schedule F)				
15	GROSS PROPOSED SETTLEMENT (Items 13 thru 14)		15,984.66	15,984.66	
16	DISPOSAL AND OTHER CREDITS (from Schedule G)				
17	NET PROPOSED SETTLEMENT (Item 15 less 16)		15,984.66	15,984.66	
18	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
19	NET PAYMENT REQUESTED (Item 17 less 18)		15,984.66	15,984.66	

\*Column (e), Section I, should only be used in the event of a partial termination, in which the total cost reported in Section II should be accumulated to date of completion of the continued portion of the contract and the deduction for finished product (Item 10, Section II) should be the contract price of finished product in Column (b), (c), and (e), Section I.

NOTE: File inventory schedule (SF 1428) for allocable inventories on hand at date of termination (See 49.206).

(When the space provided for any information is insufficient, continue on a separate sheet.)

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Prescribed by GSA - FAR (48 CFR) 53.249(a)(3)



**SCHEDULE A - INDIRECT FACTORY EXPENSE (Item 3)**

DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

NOTE: Individual items of small amounts may be grouped into a single entry in Schedules B, C, D, E, and G.

**SCHEDULE B - OTHER COSTS (Item 5)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE C - GENERAL AND ADMINISTRATIVE EXPENSES (Item 6)**

DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE D - PROFIT (Item 8)**

EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(Where the space provided for any information is insufficient, continue on a separate sheet.)

**SCHEDULE E - SETTLEMENT EXPENSES (Item 12)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY
Administration	Settlement Review/Revisions	4,510.00	
Forklift Rental	Rental for bollard delivery, 2 days	1,200.00	
Police Escort	Police Escort for bollard delivery, 2 days	808.72	
Mark out	Mark out completed 7/20/21	950.00	
Temporary Fence Rental	Temporary Fence Rental	1,580.00	
Additional Labor	For bollard delivery & temporary fence	3,024.00	
Administrative Costs for CO	Research, estimating, site visits & samples	3,080.00	
Profit on extra work	Bollard delivery & Temporary Fence	831.94	

**SCHEDULE F - SETTLEMENTS WITH IMMEDIATE SUBCONTRACTORS AND SUPPLIERS (Item 14)**

NAME AND ADDRESS OF SUBCONTRACTOR	BRIEF DESCRIPTION OF PRODUCT CANCELED	AMOUNT OF SETTLEMENT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE G - DISPOSAL AND OTHER CREDITS (Item 16)**

DESCRIPTION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(If practicable, show separately amount of disposal credits applicable to acceptable finished product included on SF 1428.)

(Where the space provided for any information is insufficient, continue on a separate sheet.)

[illegible]

(Where the space provided for any information is insufficient, continue on a separate sheet.)

CERTIFICATE

This is to certify that the undersigned, individually, and as an authorized representative of the Contractor, has examined this termination settlement proposal and that, to the best knowledge and belief of the undersigned:

(a) **AS TO THE CONTRACTOR'S OWN CHARGES.** The proposed settlement (exclusive of charges set forth in Item 14) and supporting schedules and explanations have been prepared from the books of account and records of the Contractor in accordance with recognized commercial accounting practices; they include only those charges allocable to the terminated portion of this contract; they have been prepared with knowledge that they will, or may, be used directly or indirectly as the basis of settlement of a termination settlement proposal or claim against an agency of the United States; and the charges as stated are fair and reasonable.

(b) AS TO THE SUBCONTRACTORS' CHARGES. (1) The Contractor has examined, or caused to be examined, to an extent it considered adequate in the circumstances, the termination settlement proposals of its immediate subcontractors (exclusive of proposals filed against these immediate subcontractors by their subcontractors); (2) The settlements on account of immediate subcontractors own charges are fair and reasonable, the charges are allocable to the terminated portion of this contract, and the settlements were negotiated in good faith and are not more favorable to its immediate subcontractors than those that the Contractor would make if reimbursement by the Government were not involved; (3) The Contractor has received from all its immediate subcontractors appropriate certificates with respect to their termination settlement proposals, which certificates are substantially in the form of this certificate; and (4) The Contractor has no information leading it to doubt (i) the reasonableness of the settlements with more remote subcontractors or (ii) that the charges for them are allocable to this contract. Upon receipt by the Contractor of amounts covering settlements with its immediate subcontractors, the Contractor will pay or credit them promptly with the amounts so received, to the extent that it has not previously done so. The term "subcontractors," as used above, includes suppliers.

**NOTE:** The Contractor shall, under conditions stated in FAR 15.403, be required to submit a Certificate of Current Cost or Pricing Data (see FAR 15.406-2 and 15.408 Table 15-2).

NAME OF CONTRACTOR Giacorp Contracting Inc 11 Bradhurst Avenue Hawthorne, NY 10532	BY <i>(Signature of authorized official)</i>	
	TITLE President	DATE 11/12/2021
NAME OF SUPERVISORY ACCOUNTING OFFICIAL	TITLE	



# SETTLEMENT PROPOSAL (TOTAL COST BASIS)

OMB Control Number: 9000-0012  
Expiration Date: 4/30/2023

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0012. We estimate that it will take 2.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR

THIS PROPOSAL APPLIES TO (Check one) <input checked="" type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT <input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER		COMPANY Weil Construction	
SUBCONTRACT OR PURCHASE ORDER NUMBER(S) 47PH0120D0005		STREET ADDRESS 3344 Princeton Dr NE	
CONTRACTOR WHO SENT NOTICE OF TERMINATION		CITY AND STATE (Include ZIP Code) Albuquerque, NM 87107	
NAME GSA		NAME OF GOVERNMENT AGENCY GSA	
ADDRESS (Include ZIP Code) W 6th & Kipling St, Lakewood, CO 80225		GOVERNMENT PRIME CONTRACT NUMBER 47PH0120D0005	
If moneys payable under the contract have been assigned, give the following:		CONTRACTOR'S REFERENCE NUMBER 47PA0321F0017	
NAME OF ASSIGNEE Heidi Johnson (Schneider)		EFFECTIVE DATE OF TERMINATION 9/22/2021	
ADDRESS (Include ZIP Code) W 6th & Kipling St, Lakewood, CO 80225		PROPOSAL NUMBER	
SF 1439, SCHEDULE OF ACCOUNTING INFORMATION <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT ATTACHED (If not, explain below)		CHECK ONE <input type="checkbox"/> INTERIM <input checked="" type="checkbox"/> FINAL	

## SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION

PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER (a)	QUANTITY	FINISHED		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
		PREVIOUSLY SHIPPED AND INVOICED (b)	ON HAND PAYMENT TO BE RECEIVED THROUGH INVOICING PAYMENT NOT TO BE RECEIVED THROUGH INVOICING	SUBSEQUENTLY COMPLETED AND INVOICED* (f)	NOT TO BE COMPLETED	
Supervision	\$	(b) (4)				
Bollards and Posts	\$					
Core Drilling and Setting Bollards	\$					

## SECTION II - PROPOSED SETTLEMENT

NUMBER	ITEM (a)	(Use Columns (b) and (c) only where previous proposal has been filed)		TOTAL PROPOSED TO DATE	FOR USE OF CONTRACTING AGENCY ONLY
		TOTAL PREVIOUSLY PROPOSED	INCREASE OR DECREASE BY THIS PROPOSAL		
1	DIRECT MATERIAL				
2	DIRECT LABOR				
3	INDIRECT FACTORY EXPENSE (from Schedule A)				
4	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (SF 1428)				
5	OTHER COSTS (from Schedule B)				
6	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
7	TOTAL COSTS (Items 1 thru 6)				
8	PROFIT (Explain in Schedule D)				
9	TOTAL COSTS (Items 7 and 8)				
10	DEDUCT FINISHED PRODUCT INVOICED OR TO BE INVOICED*				
11	TOTAL (Item 9 less Item 10)				
12	SETTLEMENT EXPENSES (from Schedule E)		(b) (4)		
13	TOTAL (Items 11 and 12)				
14	SETTLEMENT WITH SUBCONTRACTORS (from Schedule F)		15,984.66	15,984.66	
15	GROSS PROPOSED SETTLEMENT (Items 13 thru 14)				
16	DISPOSAL AND OTHER CREDITS (from Schedule G)		(b) (4)		
17	NET PROPOSED SETTLEMENT (Item 15 less 16)				
18	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
19	NET PAYMENT REQUESTED (Item 17 less 18)				

\*Column (e), Section I, should only be used in the event of a partial termination, in which the total cost reported in Section II should be accumulated to date of completion of the continued portion of the contract and the deduction for finished product (Item 10, Section II) should be the contract price of finished product in Column (b), (c), and (e), Section I.

NOTE: File inventory schedule (SF 1428) for allocable inventories on hand at date of termination (See 49.206).

(When the space provided for any information is insufficient, continue on a separate sheet.)

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**SCHEDULE A - INDIRECT FACTORY EXPENSE (Item 3)**

DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

NOTE: Individual items of small amounts may be grouped into a single entry in Schedules B, C, D, E, and G.

**SCHEDULE B - OTHER COSTS (Item 5)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE C - GENERAL AND ADMINISTRATIVE EXPENSES (Item 6)**

DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE D - PROFIT (Item 8)**

EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(Where the space provided for any information is insufficient, continue on a separate sheet.)

SCHEDULE E - SETTLEMENT EXPENSES (Item 12)			
ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY
Administration/Project Manager	Settlement	(b) (4)	
Attorney Fees	Review of settlement FAR Clauses		

SCHEDULE F - SETTLEMENTS WITH IMMEDIATE SUBCONTRACTORS AND SUPPLIERS (Item 14)			
NAME AND ADDRESS OF SUBCONTRACTOR	BRIEF DESCRIPTION OF PRODUCT CANCELED	AMOUNT OF SETTLEMENT	FOR USE OF CONTRACTING AGENCY ONLY
Giacorp Contracting, Inc.	Cancelled Bollard Installation and Bollard Precast Covers. Security and delivery of bollards is additional cost.	15,984.66	

SCHEDULE G - DISPOSAL AND OTHER CREDITS (Item 16)		
DESCRIPTION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(If practicable, show separately amount of disposal credits applicable to acceptable finished product included on SF 1428.)

(Where the space provided for any information is insufficient, continue on a separate sheet.)

[illegible]

This is to certify that the undersigned, individually, and as an authorized representative of the Contractor, has examined this termination settlement proposal and that, to the best knowledge and belief of the undersigned:

(b) **AS TO THE SUBCONTRACTORS' CHARGES.** (1) The Contractor has examined, or caused to be examined, to an extent it considered adequate in the circumstances, the termination settlement proposals of its immediate subcontractors (exclusive of proposals filed against these immediate subcontractors by their subcontractors); (2) The settlements on account of immediate subcontractors own charges are fair and reasonable, the charges are allocable to the terminated portion of this contract, and the settlements were negotiated in good faith and are not more favorable to its immediate subcontractors than those that the Contractor would make if reimbursement by the Government were not involved; (3) The Contractor has received from all its immediate subcontractors appropriate certificates with respect to their termination settlement proposals, which certificates are substantially in the form of this certificate; and (4) The Contractor has no information leading it to doubt (i) the reasonableness of the settlements with more remote subcontractors or (ii) that the charges for them are allocable to this contract. Upon receipt by the Contractor of amounts covering settlements with its immediate subcontractors, the Contractor will pay or credit them promptly with the amounts so received, to the extent that it has not previously done so. The term "subcontractors," as used above, includes suppliers.

NAME OF CONTRACTOR	BY <i>(Signature of authorized official)</i>	
	TITLE	DATE
NAME OF SUPERVISORY ACCOUNTING OFFICIAL	TITLE	

# APPLICATION AND CERTIFICATE FOR PAYMENT AIA G702

To: General Services Administration  
 PBS Payments Branch  
 PO Box 17181  
 Ft. Worth TX 76102-0181

Project: GSA US Marshalls Bollard and Fence  
 Replacement White Plain NY

APPLICATION NO: 4

APPLICATION DATE: 4-Feb-22

From: Weill Construction, Inc.  
 Albuquerque, NM 87193  
 Ph: (505) 899-3535  
 Fax: (505) 899-3033

Architect: GSA  
 Inspector:

PERIOD TO: 4-Feb-22

CONTRACT NO: 47PA0321F0017

CONTRACT DATE: 21-Jan-21

## Change Order/Modification Summary

#	Description	Add/ Deduct
Net Change to Contract:		\$0.00

- 1 Original Contract Sum ..... \$1,184,657.18
- 2 Net Change by Change Orders.....
- 3 Contract Sum to date .....
- 4 Total completed and stored .....
- 5 Retainage
  - % of Completed Work
  - % of Stored Materials
- 6 Total Retainage
- 7 Total earned less retainage.....
- 8 NMGR
- 9 Less previous cert. for payment .....
- 10 **Current Payment due**.....
- 11 Balance to Finish

(b) (4)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief Balance to finish including retainage..... has been completed in accordance with the Contract Docs, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR:

By: (b) (6) Manager

Date: 2/15/22

## ARCHITECT/COR CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Architect/COR certifies that to the best of the Architect/COR's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the Payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

(Attach explanation if Amt Certified differs from Request)

ARCHITECT/COR:

(b) (4)

By: \_\_\_\_\_ Date: \_\_\_\_\_

GSA - US MARSHALLS BOLLARD AND FENCE REPLACEMENT WHITE PLAINS NY

AIA Document G702, APPLICATION AND CERTIFICATE for payment, containing Contractor's signed Certificate is attached. In tabulation below, amounts are stated to nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4  
APPLICATION DATE: 4-Feb-22  
PERIOD TO: 4-Feb-22  
CONTRACT NO: 47PA0321F0017

Item	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPL.	CURRENT PERIOD	MAT. STORED	TOTAL COMPLETE	%	BALANCE TO FINISH
1	Submittals, Closeout & As-Builts	(b) (4)						
2	Supervision (general conditions)							
3	Bollards and Posts							
4	Loading Dock Gates and Operators							
5	8' Impasse Fence							
6	8' Impasse Gate							
7	Power and Controls							
8	Core Drilling and Setting Bollards							
9	Core Drilling for Fence Posts							
10	G & A Overhead (incl bond and insurance)							
11	Profit							
	Subtotal							
JOB TOTALS		1,184,657.18	(b) (4)					



<b>CONSTRUCTION PROGRESS REPORT</b>		REPORT NUMBER 5	DATE 03/08/2022
LOCATION Charles L Briant C.H. 300 Quarropas St. White Plains, NY 1		CONTRACTOR Weil Construction 3344 Princeton Dr NE Albuquerque NM 87107	
TITLE White Plains Bollards and Fence Improvements			
CONTRACT NUMBER 47PA0321F0017	TASK ORDER NUMBER 47PA0321F0017		

**WORK STATUS**

COMPLETION DATES				PERCENT COMPLETED	
ESTIMATED SUBSTANTIAL	ACTUAL SUBSTANTIAL	INITIAL CONTRACT	REVISED CONTRACT	THROUGH THIS MONTH (Sum of Line 5 and Line 6 and Line 12 divided by Line 4)	NORMAL TO DATE
11/02/2021		01/21/2021	03/01/2022	1.01	90%
AVERAGE WORK FORCE		PROGRESS		MATERIAL DELIVERY	
NUMBER EMPLOYED 1		SATISFACTORY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		SATISFACTORY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CONSTRUCTION EQUIPMENT		SHOP DRAWING SUBMISSION/SAMPLE SUBMISSIONS			
SATISFACTORY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		SATISFACTORY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

**PROGRESS PAYMENT SUMMARY**

1. INITIAL CONTRACT AMOUNT		\$ 1,174,659.18
A. DESIGN PHASE/PRE-CONSTRUCTION SERVICES	\$	
B. BONDS	\$	
C. CONSTRUCTION SERVICES	\$ 1,174,659.18	
2. CONTRACT MODIFICATIONS/CHANGE ORDERS (GSA 184B, Column (2))		\$ (98,784.14)
A. DESIGN PHASE/PRE-CONSTRUCTION SERVICES	\$	
B. CONSTRUCTION SERVICES	\$ (98,784.14)	
3. OPTIONS EXERCISED		\$
A. DESIGN PHASE/PRE-CONSTRUCTION SERVICES	\$	
B. CONSTRUCTION SERVICES	\$	
4. TOTAL CONTRACT AMOUNT TO DATE (Line 1 plus Line 2 plus Line 3).		\$ 1,075,875.04
5. VALUE OF WORK COMPLETED TO DATE (Total of Columns 3A, 3B, and all of GSA 184A including options)		\$ 1,075,875.04
6. VALUE OF WORK COMPLETED UNDER MODIFICATIONS/CHANGE ORDERS (Total of Column 5, GSA 184B)		\$
7. VALUE OF MATERIAL		\$
A. MATERIAL ON SITE	\$	
B. MATERIAL IN STORAGE	\$	
8. TOTAL VALUE OF COMPLETED WORK AND MATERIAL (Sum of Lines 5, 6, and 7)		\$ 1,075,875.04
9. LESS TOTAL RETAINAGE AND WITHHOLDINGS		\$
10. SUBTOTAL (Line 8 minus Line 9)		\$ 1,075,875.04
11. BOND PREMIUMS		
A. PAID IN PREVIOUS PAYMENTS	\$ 9,998.00	
B. TO BE PAID WITH THIS PAYMENT	\$	
12. TOTAL BOND PREMIUMS (Line 11A plus Line 11B)		\$ 9,998.00
13. SUBTOTAL (Line 10 plus Line 12)		\$ 1,085,873.04
14. LESS PREVIOUS PAYMENTS		\$ 1,066,151.2
15. AMOUNT OF PAYMENT THIS REPORT (Line 13 minus Line 14)		\$ 19,721.8

PREPARED BY Chrs We	(b) (6)	WORK ACCEPTED BY	
NAME/TITLE		PROJECT MANAGER	DATE
APPROVED BY		APPROVED BY	DATE
NAME/TITLE	DATE	NAME/TITLE	DATE

---

### INSTRUCTIONS FOR PREPARATION OF GSA 184

**General:** GSA 184 shall be prepared for each progress payment prepared in accordance with FAR 52.232-5.

**Item 3** is to be used for Phased Construction, Design/Build or CMc where the Option requires its own Work Breakdown schedule of values on a separate 184A. Otherwise record the option modification on the 184B.

**Item 7** Materials that have not been installed but accepted by the Government.

#### Definitions and Directions

**Substantial completion (SC):** The contract shall be deemed "Substantially Complete" if and only if the Contractor has completed the Work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire Work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the Authority Having Jurisdiction, where such acceptance is required under the Contract.

**Contract completion:** The date established in Section I of the Agreement.

#### Percent Complete:

Through this month: this is a financial completion

Baseline to Date: Indicate the percent complete based on the current approved schedule.

**Value of work completed:** For CMc contracts this is the value complete of the design phase/preconstruction services per 184A plus Cost of Work completed for construction on the Option 184A.

**Retainage:** before SC up to 10%; after SC whatever is required to protect government's interest (*liquidated damages, etc.*)

# SETTLEMENT PROPOSAL (TOTAL COST BASIS)

OMB Control Number: 9000-0012

Expiration Date: 4/30/2023

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0012. We estimate that it will take 2.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## FOR USE BY A FIXED-PRICE PRIME CONTRACTOR OR FIXED-PRICE SUBCONTRACTOR

THIS PROPOSAL APPLIES TO (Check one)		COMPANY	
<input checked="" type="checkbox"/> A PRIME CONTRACT WITH THE GOVERNMENT		Weil Construction	
<input type="checkbox"/> SUBCONTRACT OR PURCHASE ORDER		STREET ADDRESS	
SUBCONTRACT OR PURCHASE ORDER NUMBER(S)		3344 Princeton Dr NE	
47PH0120D0005		CITY AND STATE (Include ZIP Code)	
CONTRACTOR WHO SENT NOTICE OF TERMINATION		Albuquerque, NM 87107	
NAME		NAME OF GOVERNMENT AGENCY	
GSA		GSA	
ADDRESS (Include ZIP Code)		GOVERNMENT PRIME CONTRACT NUMBER	
W 6th & Kipling St, Lakewood, CO 80225		CONTRACTOR'S REFERENCE NUMBER	
If moneys payable under the contract have been assigned, give the following:		47PH0120D0005	
NAME OF ASSIGNEE		EFFECTIVE DATE OF TERMINATION	
Heidi Johnson (Schneider)		9/22/2021	
ADDRESS (Include ZIP Code)		PROPOSAL NUMBER	
W 6th & Kipling St, Lakewood, CO 80225		CHECK ONE	
SF 1439, SCHEDULE OF ACCOUNTING INFORMATION		<input type="checkbox"/> INTERIM <input checked="" type="checkbox"/> FINAL	
<input checked="" type="checkbox"/> IS		<input type="checkbox"/> IS NOT ATTACHED (If not, explain below)	

## SECTION I - STATUS OF CONTRACT OR ORDER AT EFFECTIVE DATE OF TERMINATION

PRODUCTS COVERED BY TERMINATED CONTRACT OR PURCHASE ORDER	QUANTITY	PREVIOUSLY SHIPPED AND INVOICED	FINISHED		UNFINISHED OR NOT COMMENCED		TOTAL COVERED BY CONTRACT OR ORDER
			PAYMENT TO BE RECEIVED THROUGH INVOICING	PAYMENT NOT TO BE RECEIVED THROUGH INVOICING	SUBSEQUENTLY COMPLETED AND INVOICED*	NOT TO BE COMPLETED	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Supervision	\$	(b) (4)					
Bollards and Posts	\$						
Core Drilling and Setting Bollards	\$						

## SECTION II - PROPOSED SETTLEMENT

NUMBER	ITEM	(Use Columns (b) and (c) only where previous proposal has been filed)		TOTAL PROPOSED TO DATE	FOR USE OF CONTRACTING AGENCY ONLY
		TOTAL PREVIOUSLY PROPOSED	INCREASE OR DECREASE BY THIS PROPOSAL		
1	DIRECT MATERIAL				
2	DIRECT LABOR				
3	INDIRECT FACTORY EXPENSE (from Schedule A)				
4	SPECIAL TOOLING AND SPECIAL TEST EQUIPMENT (SF 1428)				
5	OTHER COSTS (from Schedule B)				
6	GENERAL AND ADMINISTRATIVE EXPENSES (from Schedule C)				
7	TOTAL COSTS (Items 1 thru 6)				
8	PROFIT (Explain in Schedule D)				
9	TOTAL COSTS (Items 7 and 8)				
10	DEDUCT FINISHED PRODUCT INVOICED OR TO BE INVOICED*				
11	TOTAL (Item 9 less Item 10)				
12	SETTLEMENT EXPENSES (from Schedule E)				
13	TOTAL (Items 11 and 12)		(b) (4)		
14	SETTLEMENT WITH SUBCONTRACTORS (from Schedule F)		15,984.66	15,984.66	
15	GROSS PROPOSED SETTLEMENT (Items 13 thru 14)				
16	DISPOSAL AND OTHER CREDITS (from Schedule G)				
17	NET PROPOSED SETTLEMENT (Item 15 less 16)		(b) (4)		
18	ADVANCE, PROGRESS & PARTIAL PAYMENTS (from Schedule H)				
19	NET PAYMENT REQUESTED (Item 17 less 18)				

\*Column (e), Section I, should only be used in the event of a partial termination, in which the total cost reported in Section II should be accumulated to date of completion of the continued portion of the contract and the deduction for finished product (Item 10, Section II) should be the contract price of finished product in Column (b), (c), and (e), Section I.

NOTE: File inventory schedule (SF 1428) for allocable inventories on hand at date of termination (See 49.206).

(When the space provided for any information is insufficient, continue on a separate sheet.)

**SCHEDULE A - INDIRECT FACTORY EXPENSE (Item 3)**

DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

NOTE: Individual items of small amounts may be grouped into a single entry in Schedules B, C, D, E, and G.

**SCHEDULE B - OTHER COSTS (Item 5)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE C - GENERAL AND ADMINISTRATIVE EXPENSES (Item 6)**

DETAIL OF EXPENSES	METHOD OF ALLOCATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

**SCHEDULE D - PROFIT (Item 8)**

EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(Where the space provided for any information is insufficient, continue on a separate sheet.)

**SCHEDULE E - SETTLEMENT EXPENSES (Item 12)**

ITEM	EXPLANATION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY
Administration/Project Manager	Settlement	(b) (4)	
Attorney Fees	Review of settlement FAR Clauses		

**SCHEDULE F - SETTLEMENTS WITH IMMEDIATE SUBCONTRACTORS AND SUPPLIERS (Item 14)**

NAME AND ADDRESS OF SUBCONTRACTOR	BRIEF DESCRIPTION OF PRODUCT CANCELED	AMOUNT OF SETTLEMENT	FOR USE OF CONTRACTING AGENCY ONLY
Giacorp Contracting, Inc.	Cancelled Bollard Installation and Bollard Precast Covers. Security and delivery of bollards is additional cost.	15,984.66	

**SCHEDULE G - DISPOSAL AND OTHER CREDITS (Item 16)**

DESCRIPTION	AMOUNT	FOR USE OF CONTRACTING AGENCY ONLY

(If practicable, show separately amount of disposal credits applicable to acceptable finished product included on SF 1428.)

(Where the space provided for any information is insufficient, continue on a separate sheet.)



[illegible]

## CERTIFICATE

(b) AS TO THE SUBCONTRACTORS' CHARGES. (1) The Contractor has examined, or caused to be examined, to an extent it considered adequate in the circumstances, the termination settlement proposals of its immediate subcontractors (exclusive of proposals filed against these immediate subcontractors by their subcontractors); (2) The settlements on account of immediate subcontractors own charges are fair and reasonable, the charges are allocable to the terminated portion of this contract, and the settlements were negotiated in good faith and are not more favorable to its immediate subcontractors than those that the Contractor would make if reimbursement by the Government were not involved; (3) The Contractor has received from all its immediate subcontractors appropriate certificates with respect to their termination settlement proposals, which certificates are substantially in the form of this certificate; and (4) The Contractor has no information leading it to doubt (i) the reasonableness of the settlements with more remote subcontractors or (ii) that the charges for them are allocable to this contract. Upon receipt by the Contractor of amounts covering settlements with its immediate subcontractors, the Contractor will pay or credit them promptly with the amounts so received, to the extent that it has not previously done so. The term "subcontractors," as used above, includes suppliers.

NAME OF CONTRACTOR

(b) (6)

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NAME OF SUPERVISORY ACCOUNTING OFFICIAL

**TITLE**